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Attorneys for Plaintiff
Adobe Systems Incorporated

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA (SAN FRANCISCO)

Adobe Systems Incorporated,
v.
Brandon Roberts, et al.,
Defendants.) Case No. CV 08-934 SI
) [PROPOSED] JUDGMENT PURSUANT
TO ENTRY OF DEFAULT
) Court: Hon. Susan Illston
) Date: October 3, 2008
) Time: 9:00 a.m.

This cause having come before this Court on the motion of Plaintiff Adobe Systems Incorporated (“Adobe” or “Plaintiff”) for entry of default judgment and permanent injunction against Defendant Brandon Roberts (“Defendant”);

AND, the Court having read and considered the pleadings, declarations and exhibits on file in this matter and having reviewed such evidence as was presented in support of Plaintiff's Motion;

AND, GOOD CAUSE APPEARING THEREFORE, the Court finds the following facts:

Plaintiff is the owner of all rights in and to certain copyright registrations including but not limited to, the copyrights which are the subject of the registrations listed in Exhibit A (“Plaintiff’s Copyrights”);

Plaintiff has complied in all respects with the laws governing copyrights and secured the exclusive rights and privileges in and to Plaintiff's Copyrights;

The appearance and other qualities of Plaintiff's Copyrights are distinctive and original;

1 Plaintiff is the owner of all rights in and to certain trademark registrations listed in Exhibit B,
 2 including, but not limited to, the trademarks which are listed below (collectively "Plaintiff's
 3 Trademarks"):

Trademark	Registration Number	Date of Registration
A	3032288	12/20/2005
A	2081343	07/22/1997
A	1998710	07/23/1996
A ADOBE	1901149	06/20/1995
ADOBE	3029061	12/13/2005
ADOBE	1988712	07/23/1996
ADOBE	1956216	02/13/1996
ADOBE	1475793	02/09/1988
ADOBE	1486895	05/03/1988
ADOBE PHOTOSHOP	1651380	07/23/1991
CREATIVE SUITE	3111341	07/04/2006
PHOTOSHOP	2920764	01/25/2005
PHOTOSHOP	1850242	08/16/1994

19 Plaintiff has complied in all respects with the laws governing trademarks and secured the
 20 exclusive rights and privileges in and to Plaintiff's Trademarks;

21 Defendant engages in the unauthorized business of importing, distributing, promoting, selling
 22 and/or offering for sale unauthorized counterfeit merchandise featuring Plaintiff's Copyrights and
 23 Trademarks ("Counterfeit Product").

24 Defendant's importing, advertising, displaying, promoting, marketing, distributing,
 25 providing, offering for sale and selling of the Counterfeit Product was engaged in willfully and
 26 intentionally, without leave or license from Plaintiff, in violation of Plaintiff's rights in and to
 27 Plaintiff's Copyrights and Trademarks. The devices, emblems, and artwork on the Counterfeit

1 Product are not just “confusingly similar” to Plaintiff’s Copyrights and Trademarks, they are almost
 2 identical.

3 Plaintiff has instituted this action for an entirely proper and appropriate purpose, solely to
 4 vindicate and enforce compliance with its rights which have been knowingly and willfully infringed
 5 by Defendant and to recover for infringement of such rights. Plaintiff’s action was not brought
 6 frivolously. In contrast, Defendant’s infringing conduct, is a clear and unmistakable violation of
 7 Plaintiff’s rights. Defendant’s conduct has been patently unreasonable and egregious, violating Plaintiff’s
 8 rights by appropriating and featuring Plaintiff’s Copyrights and Trademarks on counterfeit
 9 product, when Defendant intended, or knew or should have known, that such infringing activity
 10 would likely injure Plaintiff’s name and reputation, requiring Plaintiff to institute and prosecute this
 11 action, and incur fees and costs in so doing, in order to attempt to obtain Defendant’s recognition and
 12 compliance with Plaintiff’s rights.

13 The liability of the Defendant in the above-referenced action for his acts in violation of
 14 Plaintiff’s rights is knowing and willful, and as such the Court expressly finds that there is no just
 15 reason for delay in entering the default judgment and permanent injunction sought herein.

16 Therefore, based upon the foregoing facts, and

17 GOOD CAUSE APPEARING THEREFORE, THE COURT ORDERS that this Judgment
 18 shall be and is hereby entered in the within action as follows:

- 19 1) This Court has jurisdiction over the parties to this action and over the subject matter hereof
 20 pursuant to 15 U.S.C. § 1051 *et seq.*, 28 U.S.C. §§ 1331 and 1338, and 28 U.S.C. § 1367. Service of
 21 process was properly made on the Defendant.
- 22 2) Defendant has distributed, sold, and offered for sale counterfeit merchandise which infringes
 23 upon Plaintiff’s Copyrights and Trademarks.
- 24 3) The Defendant and his agents, servants, employees and all persons in active concert and
 25 participation with him who receive actual notice of the injunction are hereby restrained and enjoined
 26 from:

- 1 a) Infringing Plaintiff's Copyrights and Trademarks, either directly or contributorily, in
2 any manner, including generally, but not limited to manufacturing, importing, distributing,
3 advertising, selling and/or offering for sale any merchandise which features any of Plaintiff's
4 Copyrights and Trademarks, and, specifically:
5 i) Importing, manufacturing, distributing, advertising, selling and/or offering for sale the
6 Counterfeit Product or any other unauthorized products which picture, reproduce, copy or use
7 the likenesses of or bear a substantial similarity to any of Plaintiff's Copyrights and
8 Trademarks;
9 b) Importing, manufacturing, distributing, advertising, selling and/or offering for sale in
10 connection thereto any unauthorized promotional materials, labels, packaging or containers
11 which picture, reproduce, copy or use the likenesses of or bear a confusing similarity to any
12 of Plaintiff's Copyrights and Trademarks;
13 c) Engaging in any conduct that tends falsely to represent that, or is likely to confuse,
14 mislead or deceive purchasers, the Defendant's customers and/or members of the public to
15 believe, the actions of Defendant, the products sold by Defendant, or the Defendant himself is
16 connected with Plaintiff, is sponsored, approved or licensed by Plaintiff, or is affiliated with
17 Plaintiff;
18 d) Affixing, applying, annexing or using in connection with the importation,
19 manufacture, distribution, advertising, sale and/or offer for sale or other use of any goods or
20 services, a false description or representation, including words or other symbols, tending to
21 falsely describe or represent such goods as being those of Plaintiff.

22 4) Defendant is ordered to deliver for destruction all Counterfeit Product, and any other
23 unauthorized products which picture, reproduce, copy or use the likenesses of or bear a substantial
24 similarity to any of Plaintiff's Copyrights and Trademarks and any labels, signs, prints, packages,
25 dyes, wrappers, receptacles and advertisements relating thereto in their possession or under their
26 control bearing any of Plaintiff's Copyrights and Trademarks or any simulation, reproduction,

1 counterfeit, copy or colorable imitations thereof, and all plates, molds, heat transfers, screens,
2 matrices and other means of making the same.

3 5) Defendant is ordered to pay damages to Plaintiff pursuant to 15 U.S.C. § 1117 in the sum of
4 Two Hundred Fifty Thousand Dollars (\$250,000.00). \$75,000.00

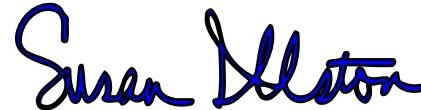
5 6) Defendant is ordered to pay interest on the principal amount of the judgment to Plaintiff at
6 the statutory rate pursuant to 28 U.S.C. §1961(a).

7 7) This Judgment shall be deemed to have been served upon Defendant at the time of its
8 execution by the Court.

9 8) The Court finds there is no just reason for delay in entering this Judgment and, pursuant to
10 Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this
11 Judgment against Defendant.

12 9) The Court shall retain jurisdiction of this action to entertain such further proceedings and to
13 enter such further orders as may be necessary or appropriate to implement and enforce the provisions
14 of this Judgment.

15 DATED:



16 Hon. Sustan Illston
17 Judge, United States District Court for the
18 Northern District of California

19 PRESENTED BY:

20 J. Andrew Coombs,
A Professional Corporation

21 By: /s/ Annie S. Wang

22 J. Andrew Coombs
Annie S. Wang
23 Attorneys for Plaintiff Adobe Systems
Incorporated

1 **EXHIBIT A**
 2 **Copyright Registrations**

Title of Work	Copyright Registration No.
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827

1	Adobe Acrobat 8 Standard for Macintosh.	TX0006390829
2	Adobe Acrobat 8 Standard for Windows.	TX0006390828
3	Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
4	Adobe Acrobat Approval 5.0 for Macintosh.	TX0005654837
5	Adobe Acrobat Approval 5.0 for Windows.	TX0005436556
6	Adobe Acrobat Capture 3.0 source code.	TX0005199559
7	Adobe Acrobat Connect 1.0 for Macintosh.	TX0006390834
8	Adobe Acrobat Connect 1.0 for Windows.	TX0006390835
9	Adobe Acrobat Distiller Server 5.0.5.	TX0005758527
10	Adobe Acrobat Distiller Server 6.0 for UNIX.	TX0005847807
11	Adobe Acrobat Distiller Server 6.0 for Windows.	TX0005847832
12	Adobe Acrobat eBook Reader v. 2.0.	TX0005335249
13	Adobe Acrobat eBook Reader v. 2.0.	TX0005335250
14	Adobe Acrobat Elements 1.0 for Windows.	TX0005611299
15	Adobe Acrobat Elements 6.0 for Windows.	TX0005780821
16	Adobe Acrobat Elements Server 6.0 for Windows.	TX0005848340
17	Adobe Acrobat Fill in 4.0.	TX0004241942
18	Adobe Acrobat Inroduction 1.0.	TX0005200942
19	Adobe Acrobat Inroduction 1.0.	TX0005200942
20	Adobe Acrobat Messenger 1.0.	TX0005241268
21	Adobe Acrobat Reader 5.0 for Macintosh.	TX0005412874
22	Adobe Acrobat Reader 5.0 for Windows.	TX0005412875
23	Adobe Acrobat Reader 5.0.5 for AIX.	TX0005605114
24	Adobe Acrobat Reader 5.0.5 for HP-UX.	TX0005605113
25	Adobe Acrobat Reader 5.0.5 for Solaris.	TX0005617024
26	Adobe Acrobat Reader 5.05 for Linux.	TX0005617021
27	Adobe Acrobat Reader 5.1 for Macintosh.	TX0005620676
28	Adobe Acrobat Reader 5.1 for Windows.	TX0005620677
29	Adobe Acrobat Reader for Palm OS 1.0 for Windows.	TX0005422793
30	Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)	TX0005617023
31	Adobe Acrobat Reader for Palm OS 2.0 (Windows)	TX0005617022
32	Adobe Acrobat Reader for Palm OS Beta Windows.	TX0005422794
33	Adobe Acrobat Reader for Pocket PC : Version 1.0.	TX0005489269
34	Adobe ActiveShare 1.0.	TX0005086423
35	Adobe ActiveShare 1.5 for Windows.	TX0005267528
36	Adobe After Effects : 7.0 Professional for Windows.	TX0006277334
37	Adobe After Effects : Version 5.0 for Macintosh.	TX0005392887
38	Adobe After Effects : Version 5.0 for Windows.	TX0005438054
39	Adobe After Effects : Version 5.5 for Macintosh.	TX0005493399
40	Adobe After Effects : Version 5.5 for Windows.	TX0005493400
41	Adobe After Effects : Version 6.0 for Macintosh.	TX0005777908
42	Adobe After Effects : Version 6.0 for Windows.	TX0005777907
43	Adobe After Effects 3.0 for Macintosh.	TX0004643401
44	Adobe After Effects 4.0 for Macintosh and Windows.	TX0005011464
45	Adobe After Effects 5.5 Plug-in Power Pack for Macintosh.	TX0005546626
46	Adobe After Effects 5.5 Plug-in Power Pack for Windows.	TX0005546627
47	Adobe After Effects 6.5 for Macintosh.	TX0005934788
48	Adobe After Effects 7.0 Standard for Macintosh.	TX0006277333
49	Adobe After Effects 7.0 Standard for Windows.	TX0006277335

1	Adobe After Effects CS3 Professional for Windows and Macintosh.	TX0006457851
2	Adobe After Effects Production Bundle : Version 5.5 for Macintosh.	TX0005493398
3	Adobe After Effects Production Bundle : Version 5.5 for Windows.	TX0005493401
4	Adobe After Effects Production Bundle 5.0 for Macintosh.	TX0005392886
5	Adobe After Effects Production Bundle 5.0 for Windows.	TX0005392888
6	Adobe After Effects Version 6.5 for Windows.	TX0005934787
7	Adobe AlterCast 1.5 for Solaris.	TX0005520581
8	Adobe AlterCast 1.5 for Windows.	TX0005520583
9	Adobe Atmosphere : Version 1.0 Public Beta.	TX0005401513
10	Adobe Atmosphere 1.0 for Windows.	TX0005780857
11	Adobe Atmosphere Player 1.0 for Windows.	TX0005748760
12	Adobe Audition 1.0 for Windows.	TX0005777207
13	Adobe Audition 1.5 for Windows.	TX0005932189
14	Adobe Audition 2.0 for Windows.	TX0006277359
15	Adobe Audition 3.0 for Windows.	TX0006816095
16	Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.	TX0005936309
17	Adobe Captivate 2 for Windows.	TX0006390833
18	Adobe Carlson Regular.	TX0003374876
19	Adobe Caslon Alternate Bold Italic : Version 001.000.	TX0003501138
20	Adobe Caslon Alternate Bold.	TX0003501547
21	Adobe Caslon Alternate Italic : Version 001.000.	TX0003501139
22	Adobe Creative Suite 2 Premium for Macintosh.	TX0006131248
23	Adobe Creative Suite 2 Premium for Windows.	TX0006131245
24	Adobe Creative Suite 2 Standard for Macintosh.	TX0006131247
25	Adobe Creative Suite 2 Standard for Windows.	TX0006131246
26	Adobe Creative Suite for Macintosh.	TX0005844481
27	Adobe Creative Suite for Windows.	TX0005844480
28	Adobe Dreamweaver CS3 Professional for Windows and Macintosh	TX0006534561
	Adobe Exchange 2.0 for Windows.	TX0003961129
	Adobe Extension Manager CS3 for Windows and Macintosh.	TX0006531581
	Adobe Fireworks CS3 for Windows and Macintosh.	TX0006531654
	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
	Adobe Flash CS3 Professional for Windows and Macintosh.	TX0006531604
	Adobe Flash Media Encoder 1.0.	TX0006526716
	Adobe Flash Media Encoder 1.0.	TX0006526716
	Adobe Flash Player 9 for Linux.	TX0006476523
	Adobe Flash Player 9 for Linux.	TX0006476523
	Adobe Flash Player 9 for Solaris.	TX0006457897
	Adobe Illustrator : Version 5.0.1 (Mac).	TX0003846115
	Adobe Illustrator : Version 5.5 (Mac).	TX0003846114
	Adobe Illustrator : Version 6.0 Macintosh.	TX0004240043
	Adobe Illustrator 10 for Macintosh.	TX0005446858
	Adobe Illustrator 10 for Windows.	TX0005446857
	Adobe Illustrator 3.0.	TX0003000202
	Adobe Illustrator 8.0 for Macintosh and Windows.	TX0004953097
	Adobe Illustrator 9.0 for Macintosh and Windows.	TX0005159819
	Adobe Illustrator CS for Macintosh.	TX0005780817
	Adobe Illustrator CS for Windows.	TX0005780806
	Adobe Illustrator CS3 for Windows and Macintosh.	TX0006531603

1	Adobe Illustrator.	TX0003380406
2	Adobe PageMaker 6.0 for Macintosh, Power Macintosh.	TX0004093314
3	Adobe PageMaker 6.5 Macintosh.	TX0004524555
4	Adobe PageMaker 7.0 for Macintosh.	TX0005409447
5	Adobe PageMaker 7.0 for Windows.	TX0005409446
6	Adobe Pagemaker Plug-in Pack for Macintosh.	TX0005847834
7	Adobe Pagemaker Plug-in Pack for Windows.	TX0005847833
8	Adobe Photoshop : 5.5.	TX0005213806
9	Adobe Photoshop 6.0.	TX0005196369
10	Adobe Photoshop 7.0 for Macintosh.	TX0005562147
11	Adobe Photoshop 7.0 for Windows.	TX0005562148
12	Adobe Photoshop Album 2.0 for Windows.	TX0005780785
13	Adobe Photoshop CS for Macintosh.	TX0005780846
14	Adobe Photoshop CS for Windows.	TX0005780847
15	Adobe Photoshop CS2 for Macintosh.	TX0006131272
16	Adobe Photoshop CS2 Official JavaScript Reference	TX0006273756
17	Adobe Photoshop CS3 for Windows and Macintosh.	TX0006528611
18	Adobe Photoshop Elements : 4.0 for Macintosh.	TX0006277687
19	Adobe Photoshop Elements 1.0 for Macintosh and Windows.	TX0005329106
20	Adobe Photoshop Elements 2.0 for Macintosh.	TX0005592639
21	Adobe Photoshop Elements 2.0 for Windows.	TX0005592638
22	Adobe Photoshop Elements 4.0 for Windows.	TX0006139024
23	Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.	TX0006526701
24	Adobe Photoshop Macintosh.	TX0003551958
25	Adobe Photoshop Version 3.0 Mac.	TX0003971820
26	Adobe Photoshop Version 3.0 Windows.	TX0003616850
27	Adobe Photoshop Version 5.0 Macintosh and Windows.	TX0004856009
28	Adobe Photoshop Windows.	TX0003596143
29	Adobe Photoshop.	TX0004068613
30	Adobe Photoshop.	TX0003120306
31	Adobe Photoshop.	TX0002897138
32	Adobetype Manager Deluxe 4.6 User Guide : Macintosh.	TX0005176752
33	Adope PhotoDeluxe, V1.0.	TX0004809739
34	Adope Photoshop : Version 4.0 : Macintosh and Windows.	TX0004571653
35	Authorware 7.0	TX0005800627
36	Contribute 4 (Mac)	TX0006471404
37	Designer 6.0 (Win)	TX0005932242
38	Encore DVD 2.0	TX0006277348
39	Font Folio 9.0 (Mac)	TX0005401449
40	Font Folio Open Type	TX0005845931
41	Form Manager 6.0	TX0006042527
42	Framemaker 7.0 (Mac)	TX0005596921
43	Framemaker 7.0 (Win)	TX0005596919
44	FreeHand MX (Mac)	TX0005746988
45	GoLive CS2 (Mac)	TX0006131268
46	GoLive CS2 (Win)	TX0006131269
47	Illustrator CS2 (Mac)	TX0006131282
48	Illustrator CS2 (Win)	TX0006131283
49	InCopy CS (Mac)	TX0005780859

1	InCopy CS (Win)	TX0005780858
2	InDesign CS2 (Mac)	TX0006139165
3	Macintosh Distiller.	TX0003893508
4	Macintosh PDF Writer.	TX0003893509
5	Macintosh Reader.	TX0003893511
6	Macromedia ColdFusion MX 7	TX0006201577
7	Macromedia Dreamweaver MX 2004	TX0005852659
8	Macromedia Fireworks MX 2004	TX0005839595
9	Macromedia Flash Lite 2.0	TX0006288632
10	Macromedia Flash Media Server 2	TX0006335779
11	Macromedia Flash MX 2004 Pro	TX0005852657
12	Macromedia RoboHelp HTML X5	TX0005944534
13	Macromedia RoboHelp X5	TX0005944535
14	Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]	TX0004695283
15	Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)	TX0004671697
16	PhotoDeluxe 2.0 (Mac)	TX0004771678
17	PhotoDeluxe 2.0 (Win)	TX0004617316
18	Photoshop CS2 (Win)	TX0006131279
19	Photoshop Elements 5.0	TX0006389641
20	Premiere 7.0	TX0005777909
21	Premiere Elements 3.0	TX0006389647
22	Premiere Pro 1.5	TX0005931988
23	Premiere Pro 2.0	TX0006275628
24	Production Studio 1.0	TX0006277349
25	Shockwave for Director 5.0.	TX0004700912
26	Windows PDF Writer.	TX0003893507
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1
EXHIBIT B
2 Trademark Registrations

3 Registration No.:	4 Title of Work:	5 Rights Owner:
6 3029061	7 ADOBE	8 Adobe Systems Incorporated
9 2920764	10 PHOTOSHOP	11 Adobe Systems Incorporated
12 3111341	13 CREATIVE SUITE	14 Adobe Systems Incorporated
15 2993457	16 CO-AUTHOR	17 Adobe Systems Incorporated
18 3032288	19 A	20 Adobe Systems Incorporated
21 2983111	22 VISUAL 23 COMMUNICATOR	24 Adobe Systems Incorporated
25 3065143	26 ADOBE LIVECYCLE	27 Adobe Systems Incorporated
28 2725811	29 ADOBE STUDIO	30 Adobe Systems Incorporated
31 2725810	32 ADOBE STUDIO	33 Adobe Systems Incorporated
34 2722546	35 ADOBE STUDIO	36 Adobe Systems Incorporated
37 2557911	38 CLEARLY ADOBE 39 IMAGING	40 Adobe Systems Incorporated
41 2081343	42 A	43 Adobe Systems Incorporated
44 2817626	45 ROUNDTRIP HTML	46 Adobe Systems Incorporated
47 2060488	48 ILLUSTRATOR	49 Adobe Systems Incorporated
50 1988712	51 ADOBE	52 Adobe Systems Incorporated
53 1988711	54 A	55 Adobe Systems Incorporated
56 1988710	57 A	58 Adobe Systems Incorporated
59 1961762	60 AUTHORWARE	61 Adobe Systems Incorporated
62 1956216	63 ADOBE	64 Adobe Systems Incorporated
65 1901149	66 A ADOBE	67 Adobe Systems Incorporated
68 1850242	69 PHOTOSHOP	70 Adobe Systems Incorporated
72 1852943	73 A	74 Adobe Systems Incorporated
76 1651380	77 ADOBE PHOTOSHOP	78 Adobe Systems Incorporated
80 1475793	81 ADOBE	82 Adobe Systems Incorporated
84 1487549	85 ADOBE SYSTEMS 86 INCORPORATED	87 Adobe Systems Incorporated

1	1482233	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
2	1486895	ADOBE	Adobe Systems Incorporated
3	1479408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
4	1383131	POSTSCRIPT	Adobe Systems Incorporated
5	1463458	POSTSCRIPT	Adobe Systems Incorporated
6	2520435	MACROMEDIA FLASH	Adobe Systems Incorporated
7	2650911	MACROMEDIA FLASH	Adobe Systems Incorporated
8	2852245	FLASH	Adobe Systems Incorporated
9	2855434	FLASH	Adobe Systems Incorporated
10	2060488	ILLUSTRATOR	Adobe Systems Incorporated
11	2068523	ACROBAT	Adobe Systems Incorporated
12	1997398	ACROBAT CAPTURE	Adobe Systems Incorporated
13	1901566	SHOCKWAVE	Adobe Systems Incorporated
14	2294926	DREAMWEAVER	Adobe Systems Incorporated
15	2091087	PAGEMAKER	Adobe Systems Incorporated

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PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of California. My business address is 517 E. Wilson Ave., Suite 202, Glendale, California 91206.

On July 2, 2008, I served on the interested parties in this action with the following:

NOTICE AND MOTION FOR ENTRY OF DEFAULT JUDGMENT; DECLARATIONS
AND EXHIBITS IN SUPPORT THEREOF
[PROPOSED] JUDGMENT PURSUANT TO ENTRY OF DEFAULT
[PROPOSED] ORDER

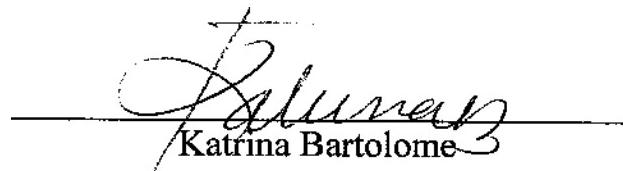
for the following civil action:

Adobe Systems Incorporated v. Brandon Roberts, et al.

by placing a true copy thereof in an envelope to be immediately sealed thereafter. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

Brandon Roberts 633 Ramblewood Dr. Canyon Lake, Texas 78133	
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Place of Mailing: Glendale, California
Executed on July 2, 2008, at Glendale, California



Katrina Bartolome